

1 ROGERS JOSEPH O'DONNELL
2 Aaron P. Silberman (State Bar No. 161021)
3 asilberman@rjo.com
4 Lauren B. Kramer (State Bar No. 259821)
5 lkramer@rjo.com
6 311 California Street
7 San Francisco, California 94104
8 Telephone: 415.956.2828
9 Facsimile: 415.956.6457

10 Attorney for
11 NORTH AMERICAN
12 FENCE & RAILING, INC.

13 UNITED STATES BANKRUPTCY COURT
14
15 NORTHERN DISTRICT OF CALIFORNIA
16
17 SAN FRANCISCO DIVISION

18 In re
19 PG&E CORPORATION,
20
21 and
22 PACIFIC GAS AND ELECTRIC
23 COMPANY
24 Debtors.

Case No. 19-30088 DM (Lead Case)
(Jointly Administered with Case No. 19-30089 DM)

Chapter 11

**NOTICE OF CONTINUED
PERFECTION OF MECHANICS LIEN
PURSUANT TO 11 U.S.C. § 546(b)(2)**

- 19 ☐ Affects PG&E Corporation
20 ☐ Affects Pacific Gas and Electric
21 Company
22 ☐ Affects both Debtors.
23 * All papers shall be filed in the
24 Lead Case No. 19-30088 DM.

25
26 North American Fence & Railing, Inc. ("NAFR"), by and through its
27 undersigned counsel, hereby gives notice of continued perfection of its mechanics lien under
28 11 U.S.C. § 546(b)(2), as follows:

1 1. NAFR is a corporation that has provided and delivered labor, services,
2 equipment, and/or materials for the construction and improvement of projects on real
3 property located in the County of Alameda, State of California (the “Property”) and owned by
4 PG&E Corporation and/or Pacific Gas and Electric Company (collectively, the “Debtors”).

5 2. Through March 12, 2019, the amount owing to NAFR is at least
6 \$24,208.20.

7 3. NAFR properly perfected its mechanics lien under California Civil
8 Code §§ 8400, et seq., by timely recording its mechanics lien (“Claim of Lien”) in the
9 Official Records of the Alameda County, State of California, as more fully described in its
10 Claim of Lien, a true and correct copy of which is attached hereto as Exhibit A.

11 4. Pursuant to California Civil Code § 8400, an action to enforce a lien
12 must be commenced within 90 days after recordation of the claim of lien. However, due to
13 the automatic stay set forth in 11 U.S.C. § 362, NAFR is precluded from filing a state court
14 action to enforce its mechanics lien. 11 U.S.C. § 546(b)(2) provides that, when applicable
15 law requires seizure of property or commencement of an action to perfect, maintain, or
16 continue the perfection of an interest in property, and the property has not been seized or an
17 action has not been commenced before the bankruptcy petition date, then the claimant shall
18 instead give notice within the time fixed by law for seizing property or commencing an
19 action. See 11 U.S.C. § 546(b)(2); In re Baldwin Builders, 232 B.R. 406 (9th Cir. 1999).

20 5. Accordingly, NAFR hereby provides notice of its rights as a perfected
21 lienholder in the Property pursuant to California’s mechanics lien law. NAFR is filing and
22 serving this notice to preserve, perfect, maintain, and continue the perfection of its lien and its
23 rights in the Property to comply with the requirements of California state law, 11 U.S.C.
24 §§ 362(a), 362(b)(3), and 546(b)(2), and any other applicable law. This notice constitutes the
25 legal equivalent of having commenced an action to foreclose the lien in the proper court. By
26 this notice, the Debtors and other parties in interest are estopped from claiming that the
27 lawsuit to enforce NAFR’s mechanics lien was not timely commenced pursuant to applicable
28

1 state law. NAFR intends to enforce its lien rights to the fullest extent permitted by applicable
2 law. The interests perfected, maintained, or continued by 11 U.S.C. § 546(b)(2) extend in
3 and to the proceeds, products, offspring, rents, or profits of the Property.

4 6. The filing of this notice shall not be construed as an admission that such
5 filing is required under the Bankruptcy Code, the California mechanics lien law, or any other
6 applicable law. In addition, NAFR does not make any admission of fact or law, and NAFR
7 asserts that its lien is senior to and effective against entities that may have acquired rights or
8 interests in the Property previously.

9 7. The filing of this notice shall not be deemed a waiver of NAFR's right
10 to seek relief from the automatic stay to foreclose its mechanics lien and/or a waiver of any
11 other rights or defenses.

12 8. NAFR reserves all rights, including the right to amend or supplement
13 this notice.

14
15 Dated: June 3, 2019

ROGERS JOSEPH O'DONNELL

17 By: /s Aaron P. Silberman
18 AARON P. SILBERMAN
19 Attorney for
20 NORTH AMERICAN FENCE &
RAILING, INC.

EXHIBIT A

RECORDING REQUESTED BY:
North American Fence & Railing, Inc.

AND WHEN RECORDED MAIL TO:
North American Fence & Railing, Inc.

515 23rd Avenue
Oakland, CA 94606



2019046230

03/13/2019 03:50 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK
RECORDING FEE: 109.00



2 PGS

SPACE ABOVE THIS LINE FOR RECORDER'S USE -

MECHANICS LIEN

The undersigned claimant, North American Fence & Railing, Inc., 515 23rd Avenue, Oakland, CA 94606, claims a lien for labor, services, equipment, and/or materials under California Civil Code Section 8416 et seq., upon the premises hereinafter described, and upon every estate or interest in such structures, improvements and premises held by any party holding any estate therein.

The labor, services, equipment, and/or materials, were furnished for the construction of those buildings, improvements, or structures, now upon that certain parcel of land situated in the County of Alameda, State of California, said land described as follows: 6690 Weber Road, Fremont, CA.

The sum of \$24,208.20 together with interest thereon at the rate of 0.00 percent per annum from March 12, 2019, is due claimant (after deducting all just credits and offsets) for the following work and/or material furnished by claimant: Chain link fence.

Claimant furnished the work and/or materials at the request of, or under contract with: Turner Construction Company, 300 Frank H. Ogawa Plaza, #150, Oakland, CA 94612.

The owner(s) or reputed owner(s) of the property are: Pacific Gas and Electric Company, 77 Beale Street, 32nd Floor, San Francisco, CA 94105.

Firm Name: North American Fence & Railing, Inc.

By: 
Naomi Samuela / Authorized Agent

VERIFICATION

I, the undersigned, say: I am the Authorized Agent of the claimant of the foregoing mechanics lien: I have read said claim of mechanics lien and know the contents thereof: the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 12, 2019, at San Diego, California.

Firm Name: North American Fence & Railing, Inc.



Naomi Samuela / Authorized Agent

**PROOF OF SERVICE AFFIDAVIT
DECLARATION OF SERVICE BY MAIL**
California Civil Code Section 8416 (a)(7) & (c)(1)

I, Naomi Samuela, as Lien Preparer, declare that we, Construction Notice Services, Inc., served copies of this Mechanics Lien and Notice of Mechanics Lien on 6690 Weber Road, Fremont, CA by first class certified mail, postage prepaid, on March 12, 2019, at the San Diego/Mira Mesa California Post Office.

Copies of this Mechanics Lien and Notice of Mechanics Lien were mailed to the Property Owner(s) or Reputed Owner(s), Pacific Gas and Electric Company, 77 Beale Street, 32nd Floor, San Francisco, CA 94105.

I declare, under penalty of perjury, that the foregoing is true and correct. Executed on March 12, 2019, at San Diego, California.

Firm Name: North American Fence & Railing,
Inc.



Naomi Samuela / Authorized Agent
(69245)

**NOTICE OF MECHANICS LIEN
ATTENTION!**

Upon the recording of the enclosed **MECHANICS LIEN** with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. The legal action must be filed with the court no later than 90 days after the date the mechanic's lien is recorded.

The party identified in the mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek a sale of your property in order to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT www.cslb.ca.gov.